

**SUPPLIER'S CERTIFICATE AND AGREEMENT WITH THE  
U.S AGENCY FOR INTERNATIONAL DEVELOPMENT  
FOR PROJECT COMMODITIES/INVOICE AND CONTRACT ABSTRACT**

OMB NO. 0412-0020  
Exp. Date 06/30/2003

1. COMMODITY SUPPLIER'S NAME AND ADDRESS			2. FOR USAID USE		
4. IMPORTER'S NAME AND ADDRESS			3. USAID IMPLEMENTATION NUMBER		
5. VESSEL	6. FLAG	7. PORT OF LOADING			
8. COMMODITY INFORMATION					
a. Description of Commodity and Schedule B No.		b. Gross Weight		c. Measurement	
9. INVOICE INFORMATION		10. CONTRACT INFORMATION		11. SUPPLIER INFORMATION	
a. Number	a. Number	a. U.S. Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No (Complete b)		b. Estimated Value (% of block 9c) Furnished From U.S. Small Businesses %	
b. Date	b. Date	c. U.S. Small Disadvantaged Business <input type="checkbox"/> Yes <input type="checkbox"/> No (Complete d)		d. Estimated Value (% of block 9c) Furnished From U.S. Small Disadvantaged Business %	
c. Amount After Discount	c. Total Amount	e. U.S. Women-Owned Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No (Complete f)		f. Estimated Value (% of Block 9c) Furnished From U.S. Women-Owned Small Business %	
	d. Source/Origin (Country)				
12. INSURANCE INFORMATION			13. TRANSPORTATION INFORMATION		
a. Insured Value	c. <input type="checkbox"/> All-Risk      Rate _____ <input type="checkbox"/> War Risk      Rate _____ <input type="checkbox"/> Other (Specify) _____ Rate _____		a. Vessel Type <input type="checkbox"/> Bulk <input type="checkbox"/> Berth <input type="checkbox"/> Tanker <input type="checkbox"/> Air		d. Freight Rate
b. Premium			b. B/L or Air Waybill Number		Other Freight Charges
			c. B/L or Air Waybill Date		Total Freight Charges
14. INFORMATION AS TO COMMISSIONS, CREDITS, ALLOWANCES, SIMILAR PAYMENTS, AND SIDE PAYMENTS					
a. Recipient's Name		b. Recipient's Address			c. Amount Paid or To Be Paid
15. ADDITIONAL INFORMATION AND REMARKS				16. If Certification On Other Side Is Made By <input type="checkbox"/> Carrier Or <input type="checkbox"/> Insurer, Type Or Print Name And Address Of Company.	
Note to Paying Offices: Forward one(1) copy of the form submission to OSDBU/MRC. USAID/W					

# SUPPLIER'S CERTIFICATE AND AGREEMENT WITH THE U.S AGENCY FOR INTERNATIONAL DEVELOPMENT FOR PROJECT COMMODITIES

The supplier here acknowledges that the sum claimed on the accompanying invoice, as claimed to be due and owing under the terms of the purchase contract identified on the reverse hereof (hereafter referred to as 'said contract') is to be paid, in whole or in part, out of funds made available by the U.S Agency for International Development (USAID) under the Foreign Assistance Act of 1961, as amended. In consideration of the receipt of such sum, the supplier agrees with and certifies to USAID as follows:

1. The undersigned is the supplier indicated in the Invoice-and-Contract Abstract on the reverse hereof, is entitled under said contract to the payment of the sum claimed, and is executing this Certificate and Agreement to obtain payment from USAID funds.

2. The supplier will, upon the request of USAID, promptly make appropriate refund to USAID, plus interest [at the rate established in accordance with the Internal Revenue Code, 26 U.S.C. 6621 (b)] from the time of payment to the supplier, in the event of  
(a) Its nonperformance, in whole or in part, under said contract, or  
(b) Any breach by it of any of its undertakings in this Certificate and Agreement, or  
(c) Any false certificate or representation made by it in this Certificate and Agreement or in the Invoice-and-Contract Abstract on the reverse hereof.

3. The supplier certifies, on the basis of such sources as are available to it and to the best of its information and belief, that:

(a) The price, excluding transportation, of any commodity for which payment is requested on the accompanying invoice does not exceed the lower of (i) the market price prevailing for comparable sales in the source country at the time of purchase or (ii) the price generally charged by the seller for comparable sales in the source country at the time of purchase. A comparable sale is one, which is sufficiently similar to the present sale, with respect to quantity, quality, and conditions of sale that the price would not customarily be different from said contract price. Time of purchase means that period encompassing the date the purchase price is fixed during which prices in comparable sales remain substantially constant.

(b) The cost of any ocean or air freight for which payment is requested on the accompanying invoice does not exceed the lowest of the following: (i) the lowest rate charged by the carrier for similar shipments on the same voyage; (ii) the rate prevailing in the industry for similar shipments; or (iii) the rate under any ocean or air charter approved by USAID covering the transaction for which payment is requested. A similar shipment is one, which is similar with respect to type of commodity, commodity rate classification, quantity, flag category, choice of parts, and other pertinent factors.

(c) The price of any other commodity-related service does not exceed the lower of (i) the prevailing price for the same or similar service or (ii) the price paid to the supplier under similar circumstances by other customers.

4. The supplier will, upon the request of USAID promptly make refund to USAID of any amount by which the price of commodities, freight, or other commodity-related services exceeds the maximum permitted under paragraph 3 above, plus interest [at the rate established in accordance with the Internal Revenue Code, 26 U.S.C. 6621 (b)] from the time of payment to the supplier.

5. To the best of its information and belief, any commodity or service supplied under said contract meets the source, origin, componentry, and nationality requirements in the contract; any marking requirements in the contract have been complied with; and, unless otherwise agreed to by USAID, any commodity is new and unused.

6. The amount shown in block 9c is net of all trade discounts, whether in the form of payments, credits, or allowances by the supplier or its agent to or for the account of the purchaser. The supplier will promptly pay to USAID (Office of Financial Management, USAID, Washington, D.C. 20523-7700) any adjustment refunds, credits, or allowances which hereafter become payable to or for the account of the purchaser arising out of the terms of said contract or the customs of the trade.

7. (a) Neither the supplier nor its agent has given or received and will not give or receive a side payment, 'kickback', commission, or any other payment, credit, allowance, or benefit of any kind in connection with said contract from, to, or for the benefit of the purchaser, the purchaser's agent or the Borrower/Grantee other than those referred to in paragraphs 1 and 6.

(b) Any commission or similar payment paid or to be paid by the supplier to its agent in connection with the transaction for which payment is requested is shown on the reverse hereof and does not exceed the lesser of (i) the amount customarily paid by the supplier in connection with similar transactions or (ii) the amount customary in the trade. If said contract provides that USAID will not finance such payments, the supplier certifies that the amount of such payments is not included in the amount for which payment is requested.

(c) Any brokerage commission paid or to be paid in connection with the shipment does not exceed 2-1/2 percent of the ocean freight charge.

(d) The supplier has not compensated any person to obtain said contract except to the extent, if any indicated on the reverse hereof.

8. The supplier will for a period of not less than three (3) years after the date of final payment maintain all business records and other documents which bear on its compliance with any of the undertakings and certifications herein and will, at any time requested by USAID promptly furnish such records and documents to USAID and provide such additional information as USAID may request relating to such compliances.

9. The supplier has not been placed on the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs, published by the General Services Administration, or the Treasury Department's "Consolidated List of Designated Nationals" and thereby rendered ineligible to receive USAID funds. To the best of its knowledge, the supplier has not acquired, and in any event will not acquire, for resale under USAID financing the goods described on this form from any supplier included on the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs," or included on the "Consolidated List of Designated Nationals" or from any affiliate of such a person.

10. The supplier acknowledges that USAID has reserved the right to vest in itself title to the goods financed under said contract, provide that such goods are in a deliverable state and have not yet been off-loaded in ports of entry in the cooperating country. USAID may direct carriers to divert these goods to alternative destinations.

11. The supplier certifies that any ocean or air charter directly related to the transaction for which payment is requested has been approved by USAID (Office of Procurement, Transportation Division, USAID Washington, D.C. 20523-7100).

12. The supplier certifies that it has submitted a copy of every ocean bill of lading applicable to the transactions described on the reverse hereof to: (1) the Maritime Administration, National Cargo Division, 400 Seventh Street, S.W., Washington, D.C. 20590-0001, and (ii) Office of Procurement, Transportation Division, USAID, Washington, D.C. 20523-7100; and that such bill(s) of lading state all the carrier's charges including the basis for calculation such as weight or cubic measurement.

13. The supplier has filed in all applicable portions of the Invoice-and-Contract Abstract on the reverse hereof and certifies to the correctness of the information shown therein.

## PERSONAL CERTIFICATION BY NATURAL PERSON SIGNING THIS CERTIFICATE AND AGREEMENT

The natural person who signs this Certificate and Agreement hereby certifies either that he/she is the supplier or that he/she has actual authority to sign on behalf of the supplier and to bind the supplier with regard to all certifications and agreements contained in this Certificate and Agreement. He/she further certifies, if he/she is not personally the supplier, that he/she is either an employee of the supplier or has written power of attorney to sign for and bind the supplier. He/she acknowledges signing and submitting this Certificate and Agreement to receive payment from USAID funds and that USAID in making such payment will rely on the truth and accuracy of this Personal Certificate as well as of all other representations in this Certificate and Agreement.

The Supplier's Certificate and Agreement and the personal certification herein shall be governed by and interpreted according to the laws of the United States of America.

☐ Commodity Supplier ☐ Carrier ☐ Insurer

\_\_\_\_\_  
Type or print name and title of official authorized to sign

\_\_\_\_\_  
Signature of official authorized to sign for (check one) Date

\_\_\_\_\_  
Place executed (City, County, State, Country)

NOTES: (a) Any amendments of or additions to the printed provisions of this Supplier's Certificate and Agreement are improper and will not be considered a part hereof. (b) False statements herein are punishable by United States Law. (c) The word "copy" must be written after the signature on all copies other than the original.

PAPERWORK REDUCTION ACT NOTICE. Information furnished will be used to verify compliance with legal requirements, as a basis for recourse in the event of noncompliance, and to monitor participation in USAID programs. It will be disclosed outside USAID only as provided by law. Submission of this information has been determined to be necessary to receive payment from USAID funds pursuant to 22 U.S.C. 2381.

You are not required to provide information requested on a form subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. (See OMB control number in upper right-hand corner of page 1.)

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to:

U.S. Agency for International Development  
Office of Procurement, Policy Division  
Washington, D.C. 20523-7801  
And  
Office of Management and Budget  
Paperwork Reduction Project (0412-0020)  
Washington, D.C. 20503

Do NOT use the above addresses for submitting the form.

EXECUTION AND SUBMISSION OF FORM. This form is designed for use with the U.S. Standard Master for International Trade. An original and one (1) copy of this form, completed by the following suppliers, as applicable, must accompany each invoice for which payment is requested:

- (a) Commodity Supplier – executed by the commodity supplier covering the cost of the commodity, including the cost of any commodity – related service paid by the commodity supplier for its own or the buyer's account;
- (b) Transportation Supplier (Carrier) – executed by each carrier or in the case of a through Bill of Lading, the issuing carrier, for the cost of the ocean or air transportation financed by USAID, whether or not the transportation is paid by the commodity supplier;
- (c) Insurance Supplier (Insurer) – executed by the insurer (or under the circumstances set forth in Section 201.52(b) (2) of USAID Regulation 1, by an inaccurate broker or the commodity supplier), whether or not the insurance is paid by the commodity supplier, for the cost of marine insurance financed by USAID when such cost exceeds \$50.

The original *must* be signed by a person authorized by the supplier who shall indicate his/her title and certify to his/her authority.

SUBMISSION IN ENGLISH LANGUAGE. The form must be completed in the English language *only* and all amounts of money must be shown in U.S. dollars.

OBTAINING FORMS. The may be obtained in limited quantities from banks holding USAID Letters of Commitment, from district offices of the Department of Commerce, the USAID office in the supplier's country, or the Consolidated Property and Services Division, Agency for International Development, Washington, D.C. 20523-4100. The form may be reproduced, providing the reproduction is identical in size and format.

#### INSTRUCTIONS FOR COMPLETING ENTRIES ON INVOICE-AND-CONTRACT ABSTRACT

##### GENERAL INSTRUCTIONS

Except as provided in the instructions for specific blocks, suppliers must complete all blocks or enter the letters 'NA' (Not Applicable), as follows:

Commodity Supplier – Complete all Blocks except 12 and 13; however, if the commodity supplier has paid for the transportation and/or inaccurate for its own or the buyer's account, Blocks 12 and/or 13 will also be completed by the commodity supplier. Block 11 is to be completed only when the address in block 1 is a U.S. address.

Transportation Supplier (Carrier) – Complete Blocks 1 through 8 as well as 13, 14, and 16.

Insurance Supplier (Insurer) – Complete Blocks 1 through 8a as well as 12, 14, and 16.

##### INSTRUCTIONS FOR INDIVIDUAL BLOCKS

Block 1: Enter the commodity supplier's name and address.

Caution: if the form is executed by the carrier or the insurer, enter the commodity supplier's name and address in Block 1 and complete Block 16. BLOCK 2: For USAID use only.

Block 2: For U.S AID use only

:

BLOCK 3: Enter USAID implementing document number furnished in the Letter of Credit or Importer's instructions. This number will normally be the Letter of Commitment number.

BLOCK 4: ENTER THE IMPORTER'S NAME AND ADDRESS.

Caution: on other documents prepared from the Standard Master, such as the Bill of Lading, the corresponding block may call for the name and address of the party whom the carrier is to give notice of arrival. When such party is not the importer; be sure to enter the importer's name and address.

BLOCK 5: Enter the name of the vessel.

BLOCK 6: Enter the flag of registry.

BLOCK 7: Enter the port shown on the Bill of Lading.

BLOCK 8: COMMODITY INFORMATION

- a. Enter the description of each commodity and its U.S. Department of Commerce Schedule B number, if available. For multi-item invoices, enter a summary description the group of items and the appropriate Schedule B number (s), if available.
- b. Enter the Bill of Lading weight.
- c. Enter the bill of Lading measurement.

BLOCK 9: INVOICE INFORMATION

- a. Enter the number of the accompanying invoice to which this abstract relates.
- b. Enter the invoice date.
- c. Enter the net amount for which the supplier seeks payment (*see paragraphs 6 and 7 of the Supplier's Certificate*).

BLOCK 10: CONTRACT INFORMATION

- a. Enter the contract number.
- b. Enter the date of the contract.
- c. Enter the total contract amount.
- d. Enter the country of source. If origin of commodity differs from source, also specify the country of origin. If multiple commodities have differing sources and/or origins, indicate in Block 15 or on separate attachment the source/origin of each commodity.

BLOCK 11: SUPPLIER INFORMATION

Complete only when a U.S. address is indicated in Block 1. The information is required to enable USAID to compile reports requested by Congress.

a. Indicate whether the supplier is a small business concern as defined in FAR 19.101 (CFR Title 48). "Small business concern" means a concern, including its affiliates, that is independently owned and operated (for profit), not dominant in its field of operations, and qualified as a small business under the criteria and size standards in 13 CFR 121 (see FAR 19.102). If there is no size standard in 13 CFR 121 for the industry, field of operation, or activity in which a concern is engaged, the concern is a small business if, including its affiliates, it is independently owned and operated (for profit), is not dominant in the field of operation, and, for manufacturing concerns – has no more than 500 employees, or for concerns offering services – its average annual receipts for its preceding 3 fiscal years do not exceed \$5.0 million.

b. If the supplier is not an U.S. small business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are U.S. small business concerns.

c. Indicate whether the supplier is a small disadvantaged business. "Small disadvantaged business" means a business-concern.

(i) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more such individuals.

(ii) whose management and daily business operations are controlled by one or more such individuals.

"Socially disadvantaged" individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their qualities as individuals.

## INSTRUCTIONS FOR COMPLETING FORM AID 1450-4

"Economically disadvantaged individuals" means socially disadvantaged individuals whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially disadvantaged. Provided that their individual net worth does not exceed \$750,000 (after taking into account exclusions set forth in 13 C.F.R. 124.104 (c)(9)), individuals who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent-Asian Americans) are rebuttably presumed to be considered socially and economically disadvantaged.

"Subcontinent Asian Americans" means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, Nepal, or the Maldives.

"Asian Pacific Americans" means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Cambodia, Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, or Commonwealth of the Northern Mariana Islands.

"Native Americans" means American Indians, Eskimos, Aleuts, and native Hawaiians.

d. If the supplier is not a small disadvantaged business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are U.S. small disadvantaged businesses.

e. Indicate whether the supplier is an U.S. women-owned small business. "Women-owned small business" means a business, which is at least 51 percent owned by one or more women who are United States citizens and who also control and operates the business.

f. If the supplier is not a women-owned small business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are U.S. women-owned small businesses.

### BLOCK 12: INSURANCE INFORMATION

COMPLETE BLOCK 12 *only* if the insurance premium exceeds \$50.

- a. Enter the insured value of the shipment.
- b. Enter the total premium.
- c. Enter the type of coverage and insurance rate. If "Other" is checked, explain below or in Block 15.

### BLOCK 13: TRANSPORTATION INFORMATION

- a. Check vessel type.
- b. Enter Bill of Lading or air waybill number.
- c. Enter Bill of Lading or air waybill date.
- d. Enter the freight rate, other freight charges and the total dollar amount of freight charges after discount.

### BLOCK 14: INFORMATION AS TO COMMISSIONS, CREDIT, ALLOWANCES, SIMILAR PAYMENTS AND SIDE PAYMENTS

Enter information on (a) all commissions and other payments, credits, allowances or benefits or any kind, paid or to be paid by the supplier to or for the benefit of its agent, the importer, or the importer's agent as required by Section 201.65 of USAID Regulation 1; and (b) any side payments, not shown on the invoice, made or to be made by the importer to the supplier, in connection with the transaction, as required by Section 201.66 of USAID Regulation 1. If there is insufficient space to furnish the required information in block 14, continue in block 15 or enter "Continued" or "See attached" in block 14a, and attach a separate sheet to the form. If no commissions or other payments, credits, allowances, benefits, or side payments are involved, enter "NONE" in block 14.

BLOCK 16: If the Supplier's Certificate is completed by the carrier or insurer, check the appropriate box and print or type carrier's or insurer's name and address.

**DO NOT INCLUDE THE INSTRUCTIONS ON PAGE 3 AND 4  
WITH THE SUBMISSION OF THE COMPLETED FORM.**